

November 19, 2009

George Braaksma Jr.  
Osceola County Compensation Board  
Osceola County Courthouse  
300 7<sup>th</sup> Street  
Sibley, Iowa 51249

Dear George and Board Members,

In a conversation with County Attorney Bob Hansen, we spoke of the question posed in your letter of November 18, 2009. As I have known you and most of the Board members for some time, I will address your question as simply and directly as possible.

1) Chapter 20 of the Iowa Code governs the rights of public employees in the State of Iowa. Section 20.8 provides Osceola County Sheriff's Office Employees the right to organize and negotiate collectively with the County. Section 20.9 governs the scope of such negotiations. Section 20.22 explains Binding Arbitration in case negotiations reach impasse. Section 20.22 (9)(b) provides for the comparison of wages and other factors "with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved." Simply put, other Sheriff's Office Employees in an area deemed reasonable and acceptable by the mutually selected Arbitrator or Fact Finder.

2) Having reached impasse during negotiations in the past, the area deemed reasonable and acceptable for comparison has been defined by the mutually selected Arbitrators or Fact Finders in the Counties of: Lyon, Sioux, O'Brien, Clay, Dickinson, Emmet, Palo Alto, Pocahontas, Buena Vista, Cherokee, and Plymouth. Chapter 20 does not require consideration of Sheriff's salary a factor in the negotiation or impasse processes.

3) Section 331.904 of the Iowa Code does speak to the salaries of the Deputy Sheriff in relation to Sheriff salary. Section 331.904 (2)(a-b) sets a margin of "eighty-five percent of the base salary of the sheriff" for first or second and any other deputy sheriff. Section 331.904 (2)(c-e) explain the process of setting the "annual base salary" of an "exempt" deputy (Chief Deputy) by the sheriff, and a deputy "not classified as exempt" (all other deputies) by the board. The latter is done through the negotiation process discussed above. The wages negotiated are mutually determined and documented in a binding collective bargaining agreement (contract). If the subsequent adjustment of the Sheriff's salary is insufficient to maintain the margin noted above, the County will be in violation of Section 331.904 of the Iowa Code. Furthermore, if the County would attempt to maintain the margin noted above by unilaterally adjusting the

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negotiated wages of any deputy "not classified as exempt", the County will have violated the terms of the properly executed contract exposing the County to litigation under Section 20.23 of the Iowa Code.

4) Your "understanding that neither the Sheriff nor his Chief Deputy are covered under this union contract" is correct, but the Code of Iowa binds the County and the Union by the mutual negotiation of a contract under Chapter 20 and binds the County to maintain salary structure under Chapter 331. Your question is valid and deserves explanation as the issues discussed above are not unique to Osceola County. Many counties seek the same information for the same reasons as they work to maintain their budgets within the maze of "governing provisions".

5) Another in the maze of "governing provisions" is found in Section 331.907 of the Iowa Code. Section 331.907 (1) provides for determining the annual compensation for the elected offices of the county. Here the Code requires the county compensation boards to annually "review the compensation paid to comparable officers in other counties of this state, other states, private enterprise, and the federal government", without instruction to consider adjustment of salary. By comparison, the same Section states "the county compensation board shall consider setting the sheriff's salary so it is comparable to salaries paid to professional law enforcement administrators and command officers of the state patrol, the division of criminal investigation of the department of public safety, and city police agencies in this state." This added to the "review" noted above has been a point of contention in negotiating deputy wages as it provides for parallel yet more specific instruction to that of the language in Section 20.22 (9)(b) and is often ignored by practice. This practice unfortunately leads Counties across the State to the very issue raised in your letter George and the real potential for costly but avoidable litigation in some cases.

The task before you is complex as State Code intersects and parallels while layering with Federal Law. Labor issues in public employment at all levels are skewed by perspective yet are often solved by consideration and understanding of the others view. My perspective is a little different, but I ask for your consideration and hope you find some new understanding that helps you move forward on this issue.

Respectfully submitted,

Preston DeBoer  
AFSCME Staff/NW Iowa

Cc: Dan Homan, AFSCME President  
Mark Hedberg, AFSCME Attorney  
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